

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Waggin' Train LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Societe des Produits Nestle S.A.
Street Address:	Case Postal 353
Internal Address:	Intellectual Property Department
City:	Vevey
State/Country:	SWITZERLAND
Postal Code:	1800
Entity Type:	Societe Anonyme: SWITZERLAND

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2864892	ADI PET INC.
Registration Number:	3473475	ARCTIC FILLET
Registration Number:	3849590	BETTER THAN BACON
Registration Number:	3714454	CANYON CREEK RANCH
Registration Number:	3751781	CCR
Registration Number:	3753223	CHIK'NBISCUITS
Registration Number:	3691841	COUNTRY STYLE DRUMETTES
Registration Number:	3706650	COWBOY STEAKS
Registration Number:	3711470	DELISTYLE CHICKEN BREAST
Registration Number:	3134147	FRESHIES
Registration Number:	3221186	HARVEST CHEWZ
Registration Number:	3663640	HEALTHY PROMISE
Registration Number:	3657151	IT'S ONLY NATURAL

OP \$890.00 2864892

Registration Number:	2870720	JERKY TENDERS
Registration Number:	3752327	JERKY TENDERS
Registration Number:	3729748	KEEP THOSE TAILS WAGGIN'
Registration Number:	2883012	MEAT BLAST
Registration Number:	3663079	MEAT IT IS WHAT NATURE INTENDED
Registration Number:	3635865	NO GRAIN, MORE MEAT
Registration Number:	3663661	OYSTADENT
Registration Number:	3759169	PIGGY KNOTS
Registration Number:	3659632	PRIME CUTLETS
Registration Number:	3864264	SIMPLE. NATURAL. DELICIOUS.
Registration Number:	3686051	SUPREME CLEAN
Registration Number:	3716699	TREAT YOUR DOG RIGHT
Registration Number:	3296382	WAGGIN TRAIN BRAND JERKY LINKS
Registration Number:	2972824	WAGGIN' TRAIN
Registration Number:	3228640	WAGGIN' TRAIN BRAND JERKY BITES
Registration Number:	3296383	WAGGIN' TRAIN BRAND JERKY STICKS
Registration Number:	3461014	WAGGIN' TRAIN BRAND JERKY TENDERS
Registration Number:	3428776	WAGGIN' TRAIN BRAND KABOB'S
Registration Number:	3456757	WAGGIN' TRAIN BRAND WOOFFLES
Registration Number:	3776881	WAGGIN' TRAIN YAM GOOD
Registration Number:	3783281	WESTERN GRILL
Registration Number:	3691839	YAM GOOD

CORRESPONDENCE DATA

Fax Number: (314)982-1613
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3149824081
Email: TMOoffice@purina.nestle.com
Correspondent Name: Nestle Purina PetCare Company
Address Line 1: Checkerboard Square
Address Line 2: Intellectual Property Department - 11T
Address Line 4: St. Louis, MISSOURI 63164

ATTORNEY DOCKET NUMBER: FL 82996

DOMESTIC REPRESENTATIVE

Name: Nestle Purina PetCare Company
Address Line 1: Checkerboard Square

TRADEMARK
REEL: 004411 FRAME: 0349

Address Line 2: Intellectual Property Dept. - 11T
Address Line 4: St. Louis, MISSOURI 63164

NAME OF SUBMITTER:	Bonnie S. Sparks
Signature:	/bssparks/
Date:	11/08/2010

Total Attachments: 10
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INTELLECTUAL PROPERTY SALE AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AGREEMENT (this "Agreement") is made and executed effective this 30th day of September, 2010 (the "Effective Date") by and among Waggin' Train LLC, a Delaware limited liability company ("Seller") and Nestlé S.A., Societe Des Produits Nestlé S.A. and Nestec Ltd., Swiss corporations ("collectively Buyer").

RECITAL

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell, transfer and assign to Buyer, all of Seller's right, title and interest in and to the Intellectual Property as defined in paragraph 1 hereof.

AGREEMENT

NOW THEREFORE, in consideration of payment of good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. *Definitions.*

When used in this Agreement the following terms shall have the meaning provided below:

"Intellectual Property" shall include all Non-Technical Intellectual Property and Technical Intellectual Property, and all goodwill associated therewith, hereinafter defined as follows:

- (a.) "Non-Technical Intellectual Property" means all (i) designs, industrial designs and design patents, whether registered or unregistered, and applications or registrations therefor, including, but not limited to, the design patents identified on Schedule A attached hereto and made a part hereof; (ii) copyrights, whether registered or unregistered, and copyright applications or registrations therefor; (iii) trademarks and service marks, whether registered, unregistered or existing at common law, and applications or registrations therefor, including, but not limited to, the trademark registrations and trademark applications identified on Schedule A attached hereto and made a part hereof; (iv) trade dress, business names and trade names, whether registered, unregistered or existing at common law; (v) web sites; and (vi) domain names and domain name applications, all owned by Seller, and all goodwill associated with the foregoing and all rights related to, or associated with, the foregoing, including the right to sue for infringement of, and the right to apply for and register in Buyer's name, any of the foregoing; and

(b.) "Technical Intellectual Property" means all (i) utility patents and patent applications (including all re-exams, reissues, divisions, continuations, continuations-in-part, and extensions of any patent or patent application) including, but not limited to, the patents identified on Schedule A attached hereto and made a part hereof; and (ii) the know-how and all non-patented technology including all secret processing, trade secrets, recipes and formulas.

2. *Sale.*

Seller hereby sells, assigns, transfers and delivers, absolutely and forever, all of Seller's right, title and interest, at common law and by statute, in and to the Non-Technical Intellectual Property to Societe Des Produits Nestlé S.A. and hereby sells, assigns, transfers and delivers the Technical Intellectual Property to Nestec, Ltd. Seller shall deliver appropriate instruments of assignment, including all required consents and regulatory approvals, if any, and any other documents of conveyance necessary to effectuate and perfect the transfer of its legal title to the Intellectual Property on and as of the Effective Date, and in form and substance reasonably satisfactory to Buyer.

3. *Purchase Price.*

(a) On the Effective Date, or within thirty (30) business days of the Effective date Buyer or its designee shall deliver to or upon the order of the Seller, by wire transfer in federal or other immediately available funds, [REDACTED] (the "Purchase Price"). The Purchase Price reflects the parties' estimate of the value of the Intellectual Property as of the Effective Date and shall be adjusted as provided in Section 3(b).

(b) Notwithstanding Section 3(a), an independent third party appraiser ("Appraiser") shall be engaged to determine the fair market value of the Intellectual Property ("IP FMV") as of the Effective Date. If the Appraiser determines that the IP FMV is in excess of the Purchase Price, Buyer agrees to make an adjusting payment to Seller equal to the amount the IP FMV exceeds the Purchase Price. Likewise, if the Appraiser determines that the IP FMV is less than the Purchase Price, Seller agrees to make an adjusting payment to Buyer equal to the amount the Purchase Price exceeds the IP FMV.

4. *Representations and Warranties of Seller.*

Seller represents and warrants to Buyer as of the Effective Date that each of the following statements is true and correct;

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its incorporation with full corporate power and authority to own and lease its properties and conduct its business as it is presently being conducted.

(b) The execution, delivery and performance by Seller of this Agreement are within the corporate power of Seller, have been duly authorized by all necessary corporate action of Seller and do not contravene or constitute a default under any provision of the certificate of incorporation or bylaws of Seller.

(c) This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(d) Except as listed on Schedule B, the Intellectual Property are not subject to any liabilities known to Seller, including any obligation to compensate any person for Seller's use of any of the Intellectual Property .

5. Representations and Warranties of Buyer.

Buyer represents and warrants to Seller as of the date hereof and as of the Effective Date that each of the following statement is true and correct:

(a) Each entity comprising Buyer is a corporation duly organized, validly existing and in good standing under the laws of Switzerland with full corporate power and authority to own and lease its properties and conduct its business as it is presently being conducted.

(b) The execution, delivery and performance by each entity comprising Buyer of the Agreement and any other contracts, documents and instruments contemplated by this Agreement to which it is a party are within the corporate power of each entity comprising Buyer, have been duly authorized by all necessary corporate action of each entity comprising Buyer and do not contravene or constitute a default under any provision of the charter or bylaws of each entity comprising Buyer.

6. Survival of Representations and Warranties.

All representations and warranties contained in this Agreement shall survive the closing of the transaction contemplated by this Agreement and shall survive indefinitely.

7. Miscellaneous.

(a) *Notices.* All notices, requests, and other communications to any party hereunder shall be in writing (including facsimile confirmed by telephone or similar writing) and be given,

If to Buyer, to:

Nestlé S.A.
Avenue Nestlé 55
CH-1800 Vevey
Switzerland
Attention: General Counsel

If to Seller, to:

Waggin' Train LLC
c/o Nestlé Purina PetCare Company
One Checkerboard Square
St. Louis, Mo 63164
Attention: General Counsel

(b) *Interpretation.* The headings and captions contained in this Agreement and in the Schedules hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) *Entire Agreement; Amendment.* This Agreement (which includes the Schedules) embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements with respect thereto. This Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

(d) *Counterparts; Severability.* This Agreement may be executed in one or more counterparts all of which shall together constitute one and the same instrument. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

(e) *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of Switzerland.

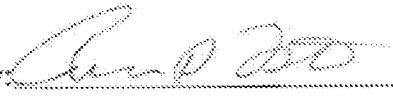
(f) *Remedies.* Except as otherwise expressly provide herein, none of the remedies set forth in this Agreement is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

(g) *Further Assurances.* Seller and Buyer will use their respective best efforts to implement the provisions of this Agreement, and for such purposes Seller, upon request, on or after the Effective Date, will, without further consideration, promptly execute and deliver, or cause to be executed and delivered, at its own expense, such other documents (including any assignment or assumption agreement, official certificates of registration, renewals, transfers or other documents supporting ownership of the Intellectual Property) in addition to those required by this Agreement, in form and substance reasonably satisfactory to each entity comprising Buyer, as may be reasonably deemed necessary to implement any provision of this Agreement. Without limiting the foregoing, Seller shall cooperate fully with each entity comprising Buyer and do all acts and execute all documents to transfer or assign any and all of the Intellectual Property acquired hereunder.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto effective as the date first written above.

WAGGIN' TRAIN LLC

NESTLÉ S.A.

By: 

By: _____

Name: ROCK A. FOSTER

Name: _____

Title: Director

Title: _____

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

NESTEC, LTD.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

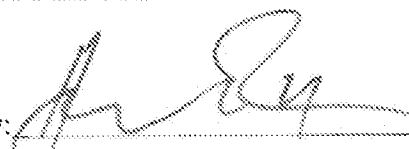
Signature page to Intellectual Property Sale Agreement

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto effective as the date first written above.

WAGGIN' TRAIN LLC

NESTLÉ S.A.

By: _____

By:  _____

Name: _____

Name: Hans Peter Frick

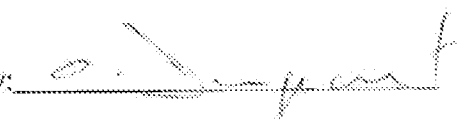
Title: _____

Title: Senior Vice President

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

NESTEC, LTD.

By:  _____

By:  _____

Name: Jean-Pierre Maeder
Authorized Signatory

Name: Odette Dupont

Title: _____

Title: Assistant Vice President

Signature page to Intellectual Property Sale Agreement

SCHEDULE A

Trademark	Serial No.	Reg. No.	Country
ARCTIC FILLET	77238299	3473475	United States
CANYON CREEK RANCH BRAND YAM GOOD	77712542	--	United States
CANYON CREEK RANCH	77667593	3714454	United States
CCR and Design	77778537	3751781	United States
CHIK'NBISCUITS and Design	77659574	3753223	United States
COUNTRY STYLE DRUMETTES	77678467	3691841	United States
COWBOY STEAKS	77571141	3706650	United States
COWBOY STYLE DRUMETTES	77890285	--	United States
DELISTYLE CHICKEN BREAST	77678535	3711470	United States
DIGGITY DOG	77874687	--	United States
FRESHIES	78505590	3134147	United States
HEALTHY PROMISE	77664474	3663640	United States
HOMESTYLE HAM	85120288	--	United States
IT'S ONLY NATURAL	77619692	3657151	United States
JERKY TENDERS	77820849	3752327	United States
KEEP THOSE TAILS WAGGIN'	77619918	3729748	United States
MEAT BLAST	78169394	2883012	United States
MEAT IT IS WHAT NATURE INTENDED	77619646	3663079	United States
IT'S WHAT NATURE INTENDED	77969945	--	United States

Trademark	Serial No.	Reg. No.	Country
NO GRAIN, MORE MEAT	77180493	3635865	United States
OYSTADENT	77676365	3663661	United States
PIGGY KNOTS	77705683	3759169	United States
PRIME CUTLETS	77664438	3659632	United States
SHOESTRING	77571077	--	United States
SUPREME CLEAN	77698143	3686051	United States
SUPREME GREEN	77616503	--	United States
TREAT YOUR DOG RIGHT	77619887	3716699	United States
SIMPLE. NATURAL. DELICIOUS.	77969992	--	United States
TWISTERS	77712493	--	United States
PBJ	77970034	--	United States
PIGGY CURLS	77960458	--	United States
WAGGIN' TRAIN BRAND JERKY BITES	78580769	3228640	United States
WAGGIN TRAIN BRAND JERKY LINKS	77034631	3296382	United States
WAGGIN' TRAIN BRAND JERKY STICKS	77034656	3296383	United States
WAGGIN' TRAIN BRAND JERKY TENDERS	77281388	3461014	United States
WAGGIN' TRAIN BRAND KABOB'S	78958816	3428776	United States
WAGGIN' TRAIN BRAND WOOFFLES	77197888	3456757	United States

Trademark	Serial No.	Reg. No.	Country
WAGGIN' TRAIN PIGGY KNOTS	77705638	--	United States
WAGGIN' TRAIN YAM GOOD	77678430	3776881	United States
WAGGIN' TRAIN	78169389	2972824	United States
WESTERN GRILL	77571104	3783281	United States
YAM GOOD	77678410	3691839	United States
ADI PET INC.	78203626	2864892	United States
BETTER THAN BACON	77847914	--	United States
BLAST	77874785	--	United States
HARVEST CHEWZ	76660979	3221186	United States
HARVEST CHEWS	77970013	--	United States
HARVEST CHEWZ	77875554	--	United States
JERKY TENDERS	78206464	2870720	United States
FRESHIES	1052701	1052701	Australia
MEAT BLAST	1052702	1052702	Australia
WAGGIN TRAIN	1052708	1052708	Australia
WAGGIN' TRAIN	8088678	--	China
CANYON CREEK RANCH	8088676	--	China
JERKY TENDERS	8088679	--	China
FRESHIES	8088677	--	China
WAGGIN'S TRAIN	5453277	5453277	China
WAGGIN' TRAIN	8244378	--	European Union

Trademark	Serial No.	Reg. No.	Country
WAGON TRAIN	8794687	8794687	European Union
FRESHIES	9151242	--	European Union
SUPREME GREEN	9151267	--	European Union
SUPREME CLEAN	9151275	--	European Union
WESTERN GRILL	9151309	--	European Union
YAM GOOD	9151218	--	European Union
CANYON CREEK RANCH	8244386	8244386	European Union